

EXHIBIT A

C-3556-21-I
398TH DISTRICT COURT, HIDALGO COUNTY, TEXAS

CITATION
THE STATE OF TEXAS

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty (20) days after you were served with this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

William Kent Herron
3886 Locust Ridge NE
North Liberty IA 52317

You are hereby commanded to appear by filing a written answer to the **PLAINTIFF'S ORIGINAL PETITION** on or before 10:00 o'clock a.m. on the Monday next after the expiration of twenty (20) days after the date of service hereof, before the **Honorable L. "Keno" Vasquez, 398th District Court** of Hidalgo County, Texas at the Courthouse at 100 North Closner, Edinburg, Texas 78539.

Said petition was filed on this the 31st day of August, 2021 and a copy of same accompanies this citation. The file number and style of said suit being C-3556-21-I, **JOSHUA I ESPINOZA VS. WILLIAM KENT HERRON, AIDA HART, HART LEASING INC.**

Said Petition was filed in said court by Attorney MARTIN L. PEREZ, LAW OFFICE OF MARIO DAVILA PO BOX 3726 MCALLEN TX 78502.

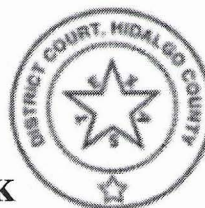
The nature of the demand is fully shown by a true and correct copy of the petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

ISSUED AND GIVEN UNDER MY HAND AND SEAL of said Court at Edinburg, Texas on this the 10th day of September, 2021.

LAURA HINOJOSA, DISTRICT CLERK
100 N. CLOSNER, EDINBURG, TEXAS
HIDALGO COUNTY, TEXAS


VINCENTE FACUNDO, DEPUTY CLERK



C-3556-21-I
OFFICER'S RETURN

Came to hand on _____ of _____, 202____ at _____ o'clock _____.m. and executed in _____ County, Texas by delivering to each of the within named Defendant in person, a true copy of this citation, upon which I endorsed the date of delivery to said Defendant together with the accompanying copy of the _____ (petition) at the following times and places, to-wit:

NAME	DATE	TIME	PLACE

And not executed as to the defendant, _____ the diligence used in finding said defendant, being: _____ and the cause of failure to execute this process is: _____ and the information received as to the whereabouts of said defendant, being: _____. I actually and necessarily traveled _____ miles in the service of this citation, in addition to any other mileage I may have traveled in the service of other process in the same case during the same trip.

Fees: serving ... copy(s) \$ _____
 miles\$ _____

DEPUTY

**COMPLETE IF YOU ARE PERSON OTHER THAN A SHERIFF,
 CONSTABLE OR CLERK OF THE COURT**

In accordance with Rule 107, the officer or authorized person who serves or attempts to serve a citation must sign the return. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return must either be verified or be signed under the penalty of perjury. A return signed under penalty of perjury must contain the statement below in substantially the following form:

"My name is _____, my date of birth is _____ and the address is _____, and I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED in _____ County, State of Texas, on the _____ day of _____, 202____.

Declarant"

If Certified by the Supreme Court of Texas
Date of Expiration / PSC Number

CAUSE NO. **C-3556-21-I**

JOSHUA I. ESPINOZA,	§	IN THE DISTRICT COURT
	§	
PLAINTIFFS	§	
	§	_____ JUDICIAL DISTRICT
VS.	§	
	§	
	§	
WILLIAM KENT HERRON,	§	
AIDA HART and HART LEASING INC.	§	
DEFENDANTS		HIDALGO COUNTY, TEXAS

PLAINTIFF' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, **JOSHUA I. ESPINOZA**, complaining of **DEFENDANTS WILLIAM KENT HERRON AIDA HART and HART LEASING INC.** (hereinafter referred to by name and/or "DEFENDANTS") and for cause of action would respectfully show the Court the following:

I. DISCOVERY PLAN

PLAINTIFF intend to conduct discovery under Level 3 pursuant to Rule 190, Texas Rules Civil Procedure.

PLAINTIFF requests pursuant to Rule 194.1, 194.2, 194.3, and 194/4 that **DEFENDANTS** disclose within thirty (30) days of filing of its answer of this lawsuit the information or material described in Rule 194.2 b (1-12). of the Texas Rules of Civil Procedure. The original answers are to be forwarded to **PLAINTIFF'** attorney of record.

II. THE PLAINTIFF

JOSHUA I. ESPINOZA, (hereinafter referred to by name and/or "PLAINTIFF") are residents of HIDALGO County, Texas.

C-3556-21-I

III. THE DEFENDANTS

DEFENDANT, WILLIAM KENT HERRON, is an individual who is a resident of NORTH LIBERTY, IOWA and may be served with process at his home at the following address: **3886 Locust Ridge Rd. NE North Liberty, IA 52317** or wherever he may be found. Service of said Defendant as described above can be affected by personally delivery.

DEFENDANT, AIDA HART is an individual who is a resident of Travis County, Texas and may be served with process at his home at the following address: **2300 Kerr Trail, Cedar Park, Texas 78613** or wherever she may be found. Service of said Defendant as described above can be affected by personally delivery.

DEFENDANT, HART LEASING INC. is a business entity doing business in the County of Travis in the State of Texas., and may be served with process by serving registered agent of said company at: **AIDA HART 2300 Kerr Trail, Cedar Park, Texas 78613.**

IV. ASSUMED NAMES

Pursuant to Rule 28 of the Texas Rules of Civil Procedure, PLAINTIFF is suing any partnership, unincorporated association, a private corporation or individual whose name contains the words or who does business under or as **HART LEASING INC. and/or AIDA HART** It is the intent of PLAINTIFF to file a lawsuit against the owners, occupiers, property managers and/or controllers of the following vehicle: Vin Number: 5XXGT4L31KG349690.

V. JURISDICTION AND VENUE

PLAINTIFF bring this suit to recover damages against DEFENDANTS for sustained losses, damages and personal injuries suffered by PLAINTIFF as a result of an accident that occurred in HIDALGO County, Texas. PLAINTIFF has sustained damages in a monetary relief over \$1,000,000.00 within the jurisdictional requirements of this Court. Venue of this proceeding is proper in HIDALGO County, Texas, pursuant to Texas Civil Practice and Remedies Code Section 15.002(a)(1) since HIDALGO County is the County where all or a substantial part of the events or omissions giving rise to the claim occurred.

C-3556-21-I

VI. BACKGROUND FACTS

On or about JANUARY 5, 2021, PLAINTIFF **JOSHUA ESPINOZA** was involved in a car crash with another vehicle operated by DEFENDANT, **WILLIAM KENT HERRON**, caused by DEFENDANT **WILLIAM KENT HERRON'S** negligence. DEFENDANT HART LEASING INC. AND AIDA HART were the owners of the vehicle that was being operated by DEFENDANT **WILLIAM KENT HERRON**. As a result of the accident, PLAINTIFF' vehicle was damaged and he suffered severe personal injuries.

VII. CAUSES OF ACTION AGAINST DEFENDANTS

PLAINTIFF incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein. PLAINTIFF assert claims against DEFENDANTS for its responsibility of PLAINTIFF' damages as follows:

A. NEGLIGENCE

PLAINTIFF have a negligence cause of action against DEFENDANTS, because they meet the following required elements:

1. The DEFENDANTS owed a legal duty to the PLAINTIFF;
2. The DEFENDANTS breached the duty; and
3. The breach proximately caused the PLAINTIFF' injuries.

DEFENDANTS was negligent with respect to the acts and omissions described below.

Defendant's negligence consisted of, but is not limited to, the following:

- a. Failing to keep a proper lookout for PLAINTIFF; *Texas Transportation Code §545.401*;
- b. Failing to avoid the incident in question;
- c. Driver inattention; *Texas Transportation Code §545.401*;
- d. Taking faulty evasive action;
- e. Distracted driving; *Texas Transportation Code §545.401*;
- f. Failing to drive as a reasonable and prudent person would have driven under the same or similar circumstances.

C-3556-21-I

Each of these acts and/or omissions of DEFENDANT WILLIAM KENT HERRON, whether taken singularly or in any combination constitutes negligence and negligence per se which proximately caused the collision and injuries and other losses as specifically set forth herein, all of which PLAINTIFF suffered and will continue to suffer in the future. PLAINTIFF suffer and will continue to suffer in the future.

B. RESPONDEAT SUPERIOR

PLAINTIFF have a cause of action against **HART LEASING INC.** and AIDA HART under the theory of respondent superior because he meets the following required elements:

- a. The PLAINTIFF were injured as a result of the tort;
- b. The tortfeasor was an employee of the defendant; and
- c. The tort was committed while the employee was acting within the scope of employment; that is, the act was
 - (1) within the employee's general liability,
 - (2) In furtherance of the defendant's business;
 - (3) In furtherance of the object for which the employee was hired.

At all times pertinent, DEFENDANT WILLIAM KENT HERRON, and any of its agents, who were acting within their scope of employment were guilty of negligent conduct towards PLAINTIFF by:

- a. Failing to train its employees regarding proper procedures on following distance and stopping distance;
- b. Failing to supervise its agents, servants and/or employees to insure the safety of other drivers on the roadway;
- c. Failing to establish and enforce reasonable and adequate policies and/or procedures regarding driving their vehicle;
- d. Failing to establish and enforce reasonable and adequate policies and/or procedures regarding the transportation of cargo, equipment and/or machinery;
- e. Failing to reduce or eliminate the likelihood of harm which Defendant knew or should have known.

C-3556-21-I

These conditions and activities existed despite the fact that DEFENDANT, WILLIAM KENT HERRON agents knew or through the exercise of due diligence should have known of the existence of the aforementioned and that there was a likelihood of a person being injured as occurred to PLAINTIFF.

Furthermore, PLAINTIFF would show the Court that had DEFENDANT, WILLIAM KENT HERRON agents exercised ordinary care in the maintenance and/or supervision of such activity, it would have been noticed and corrected by such persons.

PLAINTIFF allege that each and every, all and singular, of the foregoing acts and/or omissions on the part of DEFENDANT WILLIAM KENT HERRON, constituted negligence which was and is a direct and proximate result of PLAINTIFF'S serious bodily injuries.

At all times material hereto, all of the agents, servants, and/or employees for DEFENDANTS **HART LEASING INC. AND AIDA HART** who were connected with the occurrence made the subject of this suit, were acting within the course and scope of their employment or official duties and in furtherance of the duties of their office or employment. Therefore, DEFENDANTS **HART LEASING INC. AND AIDA HART** are further liable for the negligent acts and omissions of its agents, servants, and/or employees under the doctrine of *respondent superior*.

C. NEGLIGENT ENTRUSTMENT

PLAINTIFF have a negligent entrustment cause of action against DEFENDANT **HART LEASING INC. AND AIDA HART** because PLAINTIFF meets the following required elements:

- a. The owners entrusted its vehicle to another person;
- b. That person was an unlicensed, incompetent, or reckless driver;

C-3556-21-I

- c. The owners knew or should have known the driver was unlicensed, incompetent, or reckless;
- d. The driver was negligent on the occasion in question; and
- e. The driver's negligence proximately caused the PLAINTIFF'S injury.

D. NEGLIGENT HIRING

PLAINTIFFS have a negligent hiring cause of action against DEFENDANTS **HART LEASING INC. AND AIDA HART** because PLAINTIFFS meet the following required elements:

- a. The employer owed the PLAINTIFFS a legal duty to hire, supervise, train, or retain competent employees;
- b. The employer breached that duty; and
- c. The breach proximately caused the PLAINTIFFS' injury.

E. GROSS NEGLIGENCE

PLAINTIFFS have a gross negligence cause of action against all DEFENDANTS **HART LEASING INC. AND AIDA HART** because the following required elements are met:

- 1. The act or omission of failing to maintain DEFENDANTS' vehicle, when viewed objectively from the defendant's standpoint at the time it occurred, involved an extreme degree of risk considering the probability and magnitude of the potential harm to others; and
- 2. DEFENDANTS had actual, subjective awareness of the risk, but still proceeded with a conscious indifference to the rights, safety, or welfare of others.

X. PLAINTIFF' DAMAGES

As a direct and proximate result of the occurrence made the basis of this lawsuit, PLAINTIFF was caused to suffer, and to incur the following damages:

- A. Reasonable medical care and expenses in the past. These expenses were incurred by PLAINTIFF for the necessary care and treatment of the injuries resulting from the accident complained of herein and such charges are reasonable and were usual and customary charges for such services in HIDALGO County, Texas;
- B. Reasonable and necessary medical care and expenses which in all reasonable probability be incurred in the future;

C-3556-21-I

- C. Physical pain and suffering in the past;
- D. Physical pain and suffering in the future;
- E. Physical impairment in the past;
- F. Physical impairment which, in all reasonable probability, will be suffered in the future;
- G. Loss of earnings in the past;
- H. Loss of earning capacity which will, in all probability, be incurred in the future;
- I. Mental anguish in the past; and
- J. Mental anguish in the future.
- K. Property damage
- L. Loss of use

IX. PRAYER

WHEREFORE, **PLAINTIFF** request that **DEFENDANTS** be cited to appear and answer and that, on final trial, **PLAINTIFF** has the following:

- A. Judgment against **DEFENDANTS** in a monetary relief over \$1,000,000.00 within the jurisdictional limits of this court;
- B. Prejudgment and post judgment interest as provided by law; and
- C. Such other relief to which **PLAINTIFF** may be justly entitled.

Respectfully submitted,

LAW OFFICES OF MARIO DAVILA, PLLC
P.O. Box 3726
McAllen, Texas 78502
Telephone (956) 682-3535
Facsimile (956) 682-3550

BY: /s/ Martin L. Perez
Martin L. Perez
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(2021-155)

CAUSE NO. C-3556-21-I

JOSHUA I. ESPINOZA	§	IN THE DISTRICT COURT
	§	
VS.	§	398 TH JUDICIAL DISTRICT
	§	
WILLIAM KENT HERRON, AIDA HART	§	
AND HART LEASING INC.	§	HIDALGO COUNTY, TEXAS

DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Defendant, WILLIAM KENT HERRON, and hereby makes and files this his Original Answer to Plaintiff's Original Petition, and in support hereof would show the Court as follows:

I.

GENERAL DENIAL

Defendant denies each and every, all and singular, the allegations in Plaintiff's Original Petition, and says that they are not true, in whole or in part, and demands strict proof thereof on the trial of this cause.

WHEREFORE, PREMISES CONSIDERED, Defendant WILLIAM KENT HERRON, respectfully prays that Plaintiff take nothing from this Defendant and that the Court enter a judgment dismissing all claims against this Defendant with prejudice and awarding all costs of court and expenses incurred herein, and for such other and further relief, at law and in equity, general or special, to which this Defendant might show himself to be justly entitled to receive.

Respectfully submitted,

HODGE JAMES JILPAS & NICHOLS
Attorneys at Law
P.O. Box 534329 (78553)
1617 E. Tyler Ave., Suite A
Harlingen, Texas 78550
Telephone: (956) 425-7400
Facsimile: (956) 425-7707

/s/ Anthony B. James

Anthony B. James
State Bar No. 10537300
Email: ajames@hodgejames.com

Attorneys for Defendant, WILLIAM KENT
HERRON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing, Defendant's Original Answer, has been served on the 21st day of September, 2020 to all attorneys of record electronic mail as follows:

Email: mlperezattorney@gmail.com
Email: MDLawLitigation@gmail.com
Mr. Martin L. Perez
Mr. Mario Davila
Law Offices of Mario Davila, LLC
P.O. Box 3726
McAllen, Texas 78502

Attorney for Plaintiff

/s/ Anthony B. James

Anthony B. James